

1 U.S. ARMY ENVIRONMENTAL COMMAND AND MICC CENTER - FORT BRAGG

2 ENVIRONMENTAL COMPLIANCE PRE-PROPOSAL CONFERENCE

3 [The conference was held on 16 December 2008, beginning at
4 8:30 a.m., at the Baltimore-Washington International (BWI)
5 Airport Marriott, Baltimore Maryland.]

6 Mr. Barczak: Good morning, folks. I appreciate you
7 being here. My name is John Barczak with the Army
8 Environmental Command. I am the Strategic Sourcing Program
9 Manager.

10 Just a couple of notes: The bathrooms are
11 outside the back door and to the right a little bit. There is
12 water in the back of the room, on the back table. I want to
13 make sure that you all know that the meeting is being captured
14 by a court reporter. So just for your awareness, we are
15 trying to capture all of your input so that we can make sure
16 we get everything applied to the RFP when it's finalized.

17 Another note: We passed out the note cards for
18 submitting questions, and if you need any additional cards,
19 they are also in the back of the room and we'll collect those
20 a little later. And just a couple of other things, if you
21 could make sure you turn your cell phones to vibrate or just
22 turn them off, we'd appreciate that. And again, we appreciate
23 you being here.

1 I am going to turn it over right now to Randy
2 Cerar, the AEC Technical Director, for a few opening remarks.

3 Mr. Cerar: Good morning. Hopefully you all can
4 hear me. I hope the facilities are great and you have had a
5 good stay, and make today a really productive day for you as
6 far as getting questions answered. We really need your
7 feedback as we get ready to move to the next stage of this
8 acquisition process.

9 What I want to do is take an opportunity just
10 to introduce the folks that will be here today, to respond to
11 your questions, and also provide you some feedback. We've got
12 Mr. Mark Lopez; is Mark here?

13 Ms. Kearney: He'll be in later.

14 Mr. Cerar: Okay. We also have Angela Kearney. We
15 have LaTanya Johnson, Virginia Roberts; and these folks are
16 all from the MICC-Fort Bragg team, formerly ACA. From the
17 Army Environmental Command Team, we have Dave Guldenzopf,
18 Janet Kim, John Barczak, and Mike Eck, and also today we have
19 two folks from the Corps of Engineers. So toward the end of
20 the session, one of the things we wanted to do is to also have
21 a little bit of discussion regarding structures and clauses in
22 Corps contracts, get a little bit of feedback. I know some of
23 you have talked to me historically about the nature of some of

1 the clauses within Corps contracts that sort of drive some of
2 the things that you have to do administratively, and there may
3 be some opportunities, based on your feedback, to maybe more
4 optimize those types of contracts. So we have Famane Brown --
5 Famane, are you here?

6 **[Ms. Famane Brown waves from the back of the room.]**

7 Mr. Cerar: And also, Kelly Koontz; now Kelly may
8 not be here. I know she was having a scheduling challenge
9 today, but she was going to try to make it. So toward the end
10 of this discussion, there will be an opportunity to get a
11 little bit of feedback on some of the clauses, and in
12 particular, I think the -- some of the engineering regulations
13 and how they apply to environmental contracts. So your
14 feedback will be greatly appreciated in that area.

15 Just to give you a little bit of background;
16 the strategic sourcing effort is an effort that really
17 addresses about eight commodities across the IMCOM service
18 area. Environmental services; we're going to be talking
19 today, in particular, the environmental compliance, cultural
20 resources, and cultural resources. There will be some similar
21 efforts ongoing within IMCOM to address other commodities, to
22 include logistics and other services -- food services within
23 IMCOM, and those will be handled separately, so just a little

1 bit of the background on that.

2 We're going to start the agenda today -- really
3 to go into -- over the responses received to date to give you
4 a little bit of feedback. We also will be looking at taking
5 additional specific questions regarding the pending Request
6 for Proposal. And then, lastly, as I talked a little bit
7 earlier, is to get some feedback on the engineering
8 regulations and clauses within the Corps contracts. So again,
9 you know, your feedback is really appreciated today.

10 And please, you know, whether you want to stand
11 up at the microphone or write a comment down, please take an
12 opportunity today to, you know, give us your thoughts, give us
13 some feedback. It is going to greatly enhance what we put out
14 as far as a final RFP. And so, please, take the opportunity
15 today to get that feedback to us.

16 What I would like to do at this point then is
17 to turn it back over, and let's go ahead and proceed. Thank
18 you.

19 Mr. Barczak: Just a couple more administrative
20 remarks. I mentioned that we had a court reporter here and I
21 wanted to make you all aware, like most of our other material,
22 the records from this meeting, what the court reporter pulls
23 together is going to be posted to our Web site, which most of

1 you are familiar with. I will note that we did add new
2 features to the Web site just recently where you can subscribe
3 and then you don't have to keep checking every couple of days.
4 Just subscribe and you will receive an e-mail notification
5 that there are updates to the site; so just to make you aware
6 of that. And also, we would just ask that you hold your
7 questions through the first presentation and then we'll take
8 all those questions after we get through those, after we have
9 addressed the input that we have received already.

10 **[PowerPoint Presentation begins]**

11 Ms. Kearney: As mentioned earlier, our conference
12 goal was to provide a better understanding of the draft RFP
13 that was released. We used these questions submitted by the
14 industry to look at the trend; we didn't do the onesies and
15 twosies, because all the questions will be answered and posted
16 to the Web site. We also had a conference to allow sort of a
17 networking with all of the teams, and opportunities for
18 industry to sort of network.

19 Just to go over the general outline of the
20 solicitation, the draft solicitation that is out there; there
21 is going to be one single solicitation. We're going to have
22 two suites awarded; one restricted, a 100-percent set aside
23 for small business; and, of course, the other one will be full

1 and open. It is a contract period of a total 5 years, the
2 base is 2. We have the first option, it's going to be a 2-
3 year period and then the last option will be a 1-year period;
4 so it's a total of 5 years. As mentioned in the draft RFP,
5 the program ceiling is 130 million. That has gone down from
6 the original figure and it has been noted and posted to the
7 Web site, but it is a 130 million total program ceiling. We
8 anticipate making eight to ten awards.

9 The 75 and 25 percent mentioned in the draft
10 RFP is related to the number of contract awards, not the
11 dollar value. No matter the amount of awards we make, we
12 anticipate making 75 percent of those to small business and 25
13 percent to large business. The thresholds posted there are
14 also posted in the solicitation and that applies to the
15 restricted suite thresholds.

16 I am going to discuss briefly the unrestricted
17 suite competition. When small businesses do play under the
18 unrestricted, the 52.219 limitation on -- dash 14, excuse me,
19 the limitation of subcontracting does apply also at the task
20 order level, the Task Order Contracting Officer may dissolve a
21 solicitation under those thresholds, but two things must apply
22 before doing that and must be coordinated with their local SBA
23 office.

1 They must have the expectation of getting two
2 or more small businesses that are not interested in responding
3 in the solicitation, or the small business is not able to meet
4 the limitations of FAR Clause 52.219-14, and that is the
5 limitation of subcontracting.

6 Due to a recent GAO protest, Delex Systems,
7 Incorporated, there is also a new requirement that will be
8 applicable to this draft of the RFP when it is released. If
9 the local Task Order Contracting Officer determines that two
10 or more small businesses are able to compete, no matter what
11 the dollar threshold, they must comply with the procedures of
12 FAR Part 19 when setting aside for small business; that is
13 something new that just recently came out. If you see the
14 date on that, that is 8 of October 2008, so that is something
15 that I want to make you aware of.

16 We had quite a few questions on the pricing
17 matrix, Attachment 2. There was an oversight in there; there
18 are no floor rates. We are only looking for the CAP rates
19 there and we are looking for the CAP rates to be identified
20 for the subcontractor and the prime. And that column 6, it
21 allows you to check which one. And, of course, rates must be
22 inclusive of all the primes, because that CAP rate is the
23 total amount of -- or the highest amount ever to be paid under

1 the task order. So, we are looking for the highest rate
2 there.

3 Organizational conflict of interest; this goes
4 in with the management and professional procurement that we
5 are looking to work on sometime down the line. Of course, OCI
6 will be applicable at the task order and the contracting --
7 the contract level. If you prime on the management and -- I'm
8 sorry. If you prime on this environmental compliance, you
9 will not be able to prime on the management and professional.
10 We're not eliminating subcontracting under management and
11 professional, but it may be a mitigation plan as required when
12 it does come out. So, just so you know, if you prime on this
13 one you will not be allowed to prime on the management and
14 professional.

15 Mr. Eck: If you haven't figured out tag team
16 presenting -- if you missed the introductions, I am Mike Eck
17 from the Army Environmental Command, that on the technical
18 proposal issues I am going to be the "stuckee" today.

19 The technical proposal will be Volume 2 of your
20 proposal and it's going to have, in essence, two main focus
21 areas. One, we are asking you to respond to the performance
22 work statement, and we are asking for a fairly focused
23 response, and; second, we are asking you to respond to two

1 sample task orders. The way this is going to be evaluated, it
2 will be a highly qualified, not highly qualified; you want to
3 get through that before you will be evaluated on your past
4 performance and on your pricing. So, obviously, from our
5 point of view, we want to see as many highly qualified as
6 possible so that we can be looking at past performance and
7 pricing down the road. Next slide.

8 The first part of that, the performance work
9 statement as it's structured in the draft RFP, from the larger
10 universe of possible environmental compliance tasks in the
11 performance work statement, we have identified ten specific,
12 typical products, such as, air emissions, inventories, et
13 cetera, that we feel are sort of core products that we would
14 want to see a technical competence in. And we were asking you
15 to address those core products, specifically, too, because
16 most of the facilities that we serve by this are troop
17 installations. The environmental compliance issues they will
18 have will be those from facility operations and from building
19 construction, renovation, and demolition. So we are basically
20 asking you for environmental compliance for those kinds of
21 mission areas for a given -- I think fairly standard core
22 product. We want to know what your technical competence is,
23 and to a certain extent what your approaches to those products

1 will be. Next slide.

2 Task orders themselves, there are two task
3 orders. We are asking you to respond to both. They will each
4 be specific to locations in the 50 states. I don't believe
5 the drafts for each was specific, but they will be specific,
6 so you will be responding as if you were going to do work at
7 real installations, not at Fort Swampy or Fort X's and Fort
8 Y's. You will be assuming that you are the lucky winner of
9 both sample task orders and that you have to execute them both
10 in the same period of performance. So, you will have some
11 interesting logistical challenges, as was the intent.

12 And I want to make this clear, because we had a
13 lot of questions on it, at this time those are samples only.
14 We do not intend to award them as the first task order on this
15 contract. So, you are doing the work primarily to show us
16 your capabilities to do the work. We will not turn around and
17 award these right away. In that sense they are somewhat
18 representative, I think, of the work we want to have done
19 under this contract, but they are not the first job to be done
20 under the contract. Next slide.

21 Past performance; because of some of the
22 technical aspects I will start out here, and then midway
23 through the past performance, Angela is going to knock me

1 aside and start addressing the contracting issues; but there
2 were some questions and sort of a trend of questions, what
3 exactly do we want to see in past performance? While we are
4 certainly interested in any experience you have with these big
5 IDIQ contracts, we're much more interested in your experience
6 doing the kind of work in the performance work statement for
7 the kind of installations that we want you to serve. Again,
8 troop installations, which are in essence, small
9 municipalities focused on base ops, construction, renovation,
10 demolition, and the unusual things that most cities do not do
11 when we are blowing things up.

12 Similar size, type, and complexity, but most
13 expectations added; we'll go into more detail on that when our
14 draft goes into more detail on that as well. Lots of
15 questions, please, during the question and answer period; this
16 is going to be the fun part.

17 Ms. Kearney: We had some questions on the length of
18 time for past performance, requesting that it be extended, but
19 according to our Army source selection manual, the max time is
20 3 years from the RFP due date, so that will remain the same at
21 3 years.

22 There are no minimums and maximums for past
23 performance on the questionnaires provided, so you can -- that

1 part is unlimited. You can provide as many as you want, but
2 we need to have as much detail in those to provide the depth
3 and the breadth of your past performance in doing the PWS and
4 the sample STOs. So there is no limit on that; next slide.

5 Price proposal; in the price proposal we are
6 looking for two price matrices. The one in Attachment 2 will
7 be related to all of the labor categories you propose to do
8 the work and the entire contract period. The supplement to
9 the STO is actually a subset of those labor categories, the
10 ones you propose to do and accomplish in the sample task
11 orders. So, the one that you propose in Attachment 2 will
12 become a part of the contract award and will remain throughout
13 the period of a contract. Offers must submit prime rates and
14 subcontractor rates, so the same detail with all the overhead
15 and the G&A rates as outlined in the draft RFP. The pre-
16 proposal executive summary; we are looking for the rates and
17 the discounts applied to that.

18 As I mentioned, separate pricing must be
19 provided for both sample task orders. What we are going to do
20 is take the two STOs and we are going to look at them and
21 evaluate them independently, and then we are going to evaluate
22 them collectively to do our price analysis.

23 Evaluation, the basis of the award, is going to

1 be the highly qualified and not qualified, a go or no-go
2 basis. If you are highly qualified then you will move on to
3 the next stage, which is past performance and then an
4 evaluation for price. Past performance, as you know, is
5 significantly more important than price, but you have to be
6 highly qualified in order for us to evaluate you in the past
7 performance and price.

8 Mr. Eck: Oh, I thought I was done. Let's sort of
9 reiterate what we were saying. We will be evaluating both
10 parts of the technical proposal, and we will be looking at
11 both of those to give you a final highly qualified rating.
12 So, you are not going to get through the highly qualified part
13 of this unless you are highly qualified both in the overall
14 ten elements, ten products of the performance work statement,
15 and in your approach to the two sample task orders, which are
16 somewhat representative of the overall performance work
17 statement. If you are beautiful on one, but not on the other,
18 you will not get through this to the next step; that is really
19 the thing we want to make very clear. Highly qualified means
20 highly qualified for both parts of the technical proposal.

21 Ms. Kearney: Have I actually done that one? Yeah,
22 I got a couple of comments.

23 Mr. Eck: You do?

1 Ms. Kearney: Yes. We listed the evaluation chart
2 of the past performance and how it's going to be rated. It is
3 actually on the RFP and that will remain the same; that is the
4 latest. We will assess the recent and relevant past
5 performance for the prime in each significant subcontractor.
6 There is the rating chart that past performance will be evaluated
7 on; it's the excellent, good, adequate, marginal, poor, and
8 unknown; these are the ratings that will be assigned.

9 The price proposal, as I mentioned earlier,
10 will be evaluated as a response to the STOs and the contract.
11 The price matrix; it will be evaluated separately and
12 collectively as I mentioned already, FAR Part 15.404-1, the
13 price analysis technique will be used, because we do not
14 anticipate awarding any cost type up under this vehicle. We
15 will be use the price analysis technique in determining your
16 price as fair and reasonable.

17 Our MICC-Center, Fort Bragg, Point-of-Contacts
18 is myself, Angela Kearney; there is my e-mail address. Ms.
19 LaTanya Johnson is the Contract Specialist. Ms. Deborah L.
20 Word is our SADBUS. If you have questions related to small
21 business you contact Ms. Deborah Word.

22 AEC's contact is Mr. John Barczak. He is the
23 Strategic Sourcing Program Manager; and then Mr. Mike Eck, he

1 is our Compliance Technical Expert on this.

2 Keep in mind these are our projected timelines
3 from today. This is how we see going forward on this. The
4 industry questions will be posted on the 19th of December. We
5 are anticipating releasing the RFP, the final RFP in January.
6 Our date right now is the 21st of January. And then, of
7 course, right there, "Receive and Evaluate Proposal" in the
8 March time frame. We are anticipating making contract awards
9 in May '09 and then conduct de-briefings also in May of '09.

10 That actually completes our topics of
11 discussion this morning. I guess we will just take a quick
12 break here and then we'll start with the questions, because we
13 want to hear from the industry.

14 Mr. Barczak: We're going to break for maybe just 5
15 minutes and let you guys start writing some things down, and
16 start collecting your thoughts. And then, I will be walking
17 around collecting your cards; just put your hand up and I will
18 start collecting those. Thanks.

19 **[The meeting paused for a break at 8:54 a.m.]**

20 **[The meeting resumed at 9:11 a.m.]**

21 Mr. Barczak: We're going to get started on the
22 answering of these questions as they come; starting with the
23 ones we have written down. We'll keep collecting them -- keep

1 collecting the note cards as I see people out there with their
2 hands up. And then, I will also ask that if you have any
3 verbal questions you would like to ask, we strongly encourage
4 you to use the mike we have set up out in the audience area to
5 make sure we can capture it and get all those -- any responses
6 posted to the Web.

7 Mr. Eck: One more thing maybe to throw out too; you
8 saw in the last briefing slides that we are hoping to post
9 answers to questions this Friday, the 19th. We have received
10 over 130 questions from industry on the draft PWS and we are
11 slaving over precise and helpful answers starting tomorrow and
12 yesterday, and we will post those up on the Web sites where
13 the draft RFP was. Our intent is to do it by close of
14 business on Friday, this coming Friday, as a sort of a
15 Christmas present. We will include new questions received
16 here, so obviously if you asked the question before, you need
17 not ask it again to get it answered. On the other hand, if
18 you feel that the question is suitable for back and forth
19 discussion and clarification, this is the forum for that
20 obviously.

21 Obviously, too, we have set aside a big part of
22 the morning for questions; we want questions, all that you
23 want to ask, and we want as much discussion now while we can

1 still get discussion and fix things, so.

2 Ms. Kearney: There was a question on the limitation
3 of the subcontracting clause and if it's applicable in the
4 unrestricted suite. It is not applicable in the unrestricted
5 suite; that is, 52.219-14 will not apply in the unrestricted
6 suite.

7 What is a contract administrator, different
8 than contract officer specialist? Yes. The contract
9 administrator is the person who administers the contract after
10 it is awarded. You have a procuring contracting officer prior
11 to award, and then once it's awarded, there is a contract
12 administrator that will do the day-to-day handling of the
13 contract after it's awarded.

14 Mr. Eck: Oh, a technical part to a non-technical
15 question; the question seems to be, why are we requiring
16 bidders to compete in price to facility level sample task
17 orders, but not awarding these task orders? I am going to
18 answer that as two separate questions. We're -- we're
19 currently asking you to do two task orders, because we assume
20 that under this contract, you may very well be the lucky
21 winner of several task orders at the same time. And so, we
22 want to see what your management approach and technical
23 approach to doing work in the 50 states over a number of media

1 areas, with a number of products would be with your successful
2 team.

3 Why are we not awarding these? We try to --
4 well, there is a number of reasons. One is we try to design
5 the task orders to be interesting and useful to us rather than
6 just looking at the work that is out there at the time.
7 Certainly, another reason is, it makes life a lot easier for
8 us to propose a task order that we can control, and that the
9 assumptions and the specifications of the task order can be as
10 precise and as uniform as possible. That allows us to spend
11 our time evaluating your technical proposals rather than
12 saying to ourselves, well, they made this assumption, they
13 made that assumption. About the vagueness, we were unclear
14 here; that's my quick answer to that.

15 Ms. Kim: One of the other things is that, you know,
16 I think if we had requirements that were solidified in FY '09
17 that we could have used for this, we would have actually
18 included them as part of the solicitation, because we are
19 going to a different approach. This fiscal year we piloted in
20 FY '08, this concept, and we are still working through some of
21 the lessons learned and the refinements to that process. We
22 expect hopefully that once these contracts are awarded that we
23 will actually start putting some task orders into this --

1 these IDIQs shortly after though.

2 Mr. Eck: Are you through?

3 Ms. Kim: Mm-hm.

4 There was a question: Please clarify how many
5 of the proposed ten awards will be small versus large
6 business? Until we know how many awards we are going to make,
7 we cannot make that determination. We do know that of the
8 total awards made, we will award 75 percent of those to small
9 and 25 percent to large.

10 What is the NAICS Code for small business?

11 That was the 561120, if I am not mistaken; it was
12 environmental consulting. It should be on the front of the
13 draft RFP, and the size is 7-million average revenue; it's not
14 employees, it's seven million dollars.

15 With the 130 million cap, will the awards be
16 spread equally among awardees, i.e., 130 each if 10 awards?
17 That is not the intended purpose; we will compete all task
18 orders unless a sole source exception and Part 16 applies. We
19 will have a guaranteed minimum of 10,000 to each awarded
20 contract.

21 Mr. Cerar: I've got a question here; it basically
22 asks a little more of a broad-based question. Can you discuss
23 in more detail the broad scope of the four contract RFPs to be

1 advertised and how they relate to each other? And just to
2 give you a little bit of the philosophy in our business
3 approach to it, and as we take a look at our environmental
4 programs, they really break down into two key areas; our clean
5 up programs and our environmental quality programs, which we
6 think of as compliance and conservation in our technical
7 services and environmental planning area.

8 The clean up efforts are being handled through
9 a separate contract mechanism in separate industry. And if
10 you take a look at our Web site you can see when those come up
11 here in the future. What we are talking about here are the
12 environmental quality contract mechanisms, and today we are
13 talking about compliance. When I think about the compliance
14 and conservation contracts, I am thinking really of outputs; I
15 am thinking more surveys being completed; plans being
16 completed. So they are very much an output-oriented
17 mechanism.

18 The advisory and assistance services, which we
19 talked a little earlier about, we are -- in that effort we are
20 really thinking more about ongoing technical services we need
21 on a day-to-day basis at our installations. We are actually
22 looking at how the in-sourcing policies within the Department
23 of Defense and the Department of Army will affect that. Today

1 we do have a handle of what we have onsite today for Contract
2 Manpower Equivalents (CMEs), though what we are trying to come
3 to grips with is, how does the in-sourcing policy within the
4 Department of the Army -- is going to affect that footprint in
5 the future? And so, we have some efforts coming up in January
6 to really sit down and game that out. Once we do that we will
7 have a good idea of what the scope of that contract needs to
8 be.

9 We know we need an advisory, technical services
10 type contract. What we are having to do right now is the
11 analysis of how big that contract needs to be based on the in-
12 sourcing strategy. And then, the other component of
13 environmental quality is a need for planning, which is, again,
14 a separate contract mechanism that we have in place, and
15 probably will in the future look at renewing that capability
16 and maybe extend it.

17 So, I hope that sort of gives you an idea of
18 how we are thinking about our contract services and within the
19 environmental quality area in particular today and compliance
20 in the future. We'll be talking natural and cultural
21 resources too. And again, these are very much product-
22 oriented output type contracts.

23 Ms. Kearney: I have another question here: Would

1 there be a 10 percent price credit for any prime contractors
2 in the full and open competition? That is not something we
3 considered, but I will take a look at that.

4 Pricing matrix; what is required in Column 2,
5 occupation code? What we are talking about there, whenever
6 you submit your price proposal you are to identify which wage
7 determination, which state you use, to actually propose your
8 prices. And in that occupation code, we're looking for you to
9 put that code applicable on that wage determination; there is
10 a five-digit code included for each labor category on the
11 determination.

12 OCI; OCI and draft RFP seems to say that the
13 prime on this contract is prohibited from being a prime or sub
14 on the management and professional; slides today seem to say
15 otherwise, please clarify. The final RFP will be revised. If
16 you prime on this requirement, you can sub on the management
17 and professional.

18 Somewhat of the same question; can a company be
19 a sub on compliance, but a prime on the management one? I
20 have answered that; that is the same question.

21 It is expensive for a small business to respond
22 to this type RFP. To reduce expense it would be helpful if
23 the process is broken down into two separate steps. Only

1 submit information to address evaluation of highly qualified,
2 then if deemed highly qualified submit additional information.
3 That was one of the reasons why we decided to do one
4 solicitation. Normally there is two that we usually do. So
5 that is something that we'll take into consideration; I'll
6 take that back and get back to you as well. We do understand
7 that the B&P cost is expensive for a small business doing this
8 type of capacity, so we will get back to you. Some of these
9 you may see on the questions and answers posted on Friday,
10 December 19th.

11 Past performance; how will you compare
12 experience with the Air Force, Navy, and Marines, and Army
13 Corps experience? To me, that is considered the same or
14 similar, as long as it's in the same size and complexity.
15 It's all the Federal Government. We even look at the state
16 and local entities.

17 Mr. Eck: Could I -- I just add something to that.

18 Ms. Kearney: Yes. Mm-hm.

19 Mr. Eck: One minor hedge to that, this is primarily
20 contracts which will be servicing the troop installations; we
21 all have depots and the Army goes on to have Army ammunition
22 plants. Experience addressing sort of the unique
23 environmental compliance rules for more industrial process,

1 like a depot, you might want to show how that tends to relate
2 to a much more decentralized and spread out sort of
3 municipality, like a troop installation. So there may be not
4 a perfect overlap, but for the most part, that is true; DoD
5 experience -- for the most part it's DoD experience.

6 Ms. Kearney: Another question on past performance.
7 Regarding past performance, does the small business prime need
8 to have experience or can the team have the experience?
9 That's kind of outlining the draft RFP; the team may have the
10 experience, but we state that past performance, record of past
11 performance, may include subcontractor and/or team and
12 arrangements to meet the needs of the PWS. So we do look at
13 team.

14 Can subs submit their rate build-ups in a
15 sealed envelope? We understand you want fully burdened rate
16 for prime and subs and the price volume. Keep in mind that
17 the price volume is sent to our office and it is labeled and
18 will not be shared with anybody. I am not really sure where
19 that question came at, but they are procurement sensitive.
20 They will only be opened by contracting; they are the only
21 ones that will look at it. But, if you do have concerns with
22 that, I don't see a problem with putting it in a sealed
23 envelope as long as it's included in that binder.

1 Past performance rating; prime and significant
2 subs; please define significant subs. What we are talking
3 about is -- I guess significant subs is more of the ones that
4 you are planning to -- to be with you throughout the contract
5 period. There are sometimes when we allow certain teamings,
6 just for onesies and twosies in different areas. So any of
7 your significant subs that you have identified, those are the
8 ones that we are looking for.

9 Do you expect to allow 45 days for proposal
10 development? Right now we are looking at a 30-day turnaround;
11 like I said, it's after the holidays. There is not a holiday
12 in there other than President's Day, so we are looking at a
13 30-day turnaround on that.

14 That's yours, a management question [looks to
15 Mr. Eck].

16 Mr. Eck: Yeah, got you. There's a question about
17 when the other three IDIQ proposals will be asked or the RFPs
18 will be proposed for; the natural resources, the cultural
19 resources, and the management and professional services, which
20 we also call the advisory services. At this point, and with
21 you all's understanding that we thought we were going to be
22 doing this meeting in September, and it's now December, our
23 best guess is with the natural and the cultural resources, the

1 draft RFPs will come out in the second quarter of FY '09, and
2 the management and professional services after that, but no
3 sooner than the third quarter. And as Randy was saying,
4 because of internal discussions with IMCOM about a sort of
5 change in philosophy, it may be that that one will be delayed
6 even more. So, natural and cultural, second quarter of FY
7 '09; that would be about the time we were awarding this one, I
8 think, or even later actually; and the management and
9 professional services no sooner than third quarter of FY '09.
10 That is our best guess this morning, as of, you know, right
11 now.

12 Ms. Kearney: Question on the GAO; does recent GAO
13 really affect the necessity of small business submitting or
14 not submitting a subcontracting plan? No, it does not.

15 L.4.D; paragraph L.4.D, page 40 of 50, mentions
16 a contract level QCP plan, but no such plan is mentioned in
17 the description of the proposal content. Is the contract
18 level QCP plan required, and if so, where should it be placed
19 in the proposal? We are requesting that Quality Control Plan
20 by all the contractors at contract level, and we will modify
21 the RFP to include that and where it goes in the actual
22 submission.

23 Mr. Eck: You're done. Okay. [Conferred with Ms.

1 Kearney] I'm trying to address questions just on Volume 2,
2 the technical proposal. The first question: Are there page
3 limitations to the proposals? Yes. Those are specified in
4 the draft RFP, I think, it's in Section L4, C through F, and
5 it specifies page limitations to two of the volumes, the
6 technical proposal and the past performance, I believe. What
7 is the page limitation on the past performance?

8 Ms. Kearney: The past performance? Twenty.

9 Mr. Eck: Yeah. So there are page limitations on
10 two of the volumes; there are not page limitations on the
11 other volumes. There are certain pages, tables, charts, which
12 are exempt from the page limitations, but the section you want
13 to look for in the draft RFP is that section. And a related
14 question on that -- oh. Let me jump to another one, and then
15 -- a related page limitation question. The question is: Is a
16 joint venture considered a preference, a preferred way of
17 organizing for responding to this RFP? And -- no, AEC
18 certainly has no preference about how businesses and teams
19 organize themselves. We do not consider a joint venture to
20 necessarily be a preference or not advantageous.

21 Back to page limits; there was a specific
22 question on the technical proposal page limitation. The page
23 limitation on Volume 2, the technical proposal, was stated at

1 25 pages, and the question is -- the comment is, that's too
2 short to respond to the IDIQ performance work statement for
3 ten products in five areas and also respond to two sample task
4 orders. Can the page limit be expanded to 50 pages? Our
5 intent was to get good writing, which is typically defined as
6 terse writing, concise writing. I do a lot of writing myself,
7 so I feel your pain, because I would much rather write fat and
8 sloppy. We considered that to be sufficient length, but I
9 would love to hear feedback from you all as to whether that is
10 insufficient, and specifically why it would be too short or
11 too little. And this is a good place to do it, or you can
12 certainly submit things in a way that you submitted questions
13 before too. I would say, at this point, I would prefer 25
14 pages for Volume 2, but I am open to arguments for the
15 contrary. [Briefly conferred with Ms. Kim]

16 Okay. Janet is asking that I pretty much
17 explain how I got to the 25 pages, and let me say I am
18 explaining my thought processes. You are not going to see
19 anything in the draft RFP that holds you to these breakouts.
20 But, I was thinking that you are addressing, in Part 1 of the
21 technical proposal, ten products. You get a page a product,
22 single-spaced. I think the font size is 12, you know, and
23 typical margins; that's ten pages right there. You've got two

1 sample TOs and the QC plan is a freebie. So, you are getting
2 five pages of technical for each sample task order, and that's
3 20 pages, and now you've got 5 more pages to blather, to
4 dither, to speak to management, to do whatever you think is
5 useful in that. And then, you've got a QC plan that is a
6 freebie, and again, remember there are certain things which I
7 believe are exempt from the page count as well in that volume
8 that are, in essence, freebies. Certain tables, I'm not going
9 to say, but please look at that section in there. That is
10 what I was thinking, if I were proposing that, but we did not
11 specify those breakouts. You can take that 25 pages and speak
12 however you want to speak to it.

13 Other questions? Follow-up questions? You are
14 free to argue with us and this is a good chance to do it, or
15 you can just buttonhole us out at the Starbucks; that is good
16 too.

17 A related question, I guess, in Section L.4.B
18 of the draft RFP; the technical proposal does not include any
19 information about several of the task areas of the performance
20 work statement, specifically program improvement, training and
21 environmental awards, and environmental performance review.
22 Is it the government's intent that our technical proposal not
23 address these provisions of the performance work statement?

1 And I would answer, yes, that is our intent. A little
2 discussion as well about the thought processes; we try to
3 choose products that were representative of the strengths we
4 wanted to see in a technical proposal, and that were typical
5 of what our installations have and will continue to require.
6 Our assumption was that some of the other things required
7 under the performance work statement would be brought along.
8 They would be fellow travelers with those products.

9 If you look at the very end of the PWS as well,
10 I think there is a breakout of what historical work in there
11 -- and you can see that 70 percent of the work primarily is
12 represented by the surveys, inventories, and investigations.
13 Historically, 70 percent of the work that we have purchased
14 has been for, you know, in the areas that those ten products
15 cover, and those are very, very core products. So I would say
16 that it is our intent that you not address those other
17 sections of the PWS, rather, you address the PWS by addressing
18 the ten products.

19 Obviously, if one of the products implies or
20 seems to be requesting something that fits under the others,
21 you are certainly free to throw it in, but that was what our
22 intent was and that is certainly how you will -- at this
23 point, that is how we'll evaluate. We'll evaluate your

1 response against those ten products, and you've got 25 pages,
2 you know, to go out.

3 Another question about the actual performance
4 work statement; on page 2 of the performance work statement
5 there are various exclusions to the performance work
6 statement. We're excluding natural resources and cultural
7 resources, because those are intended to be covered by
8 separate contracting actions. However, farther down in the
9 performance work statement, we request technical assistance in
10 determining NEPA mitigation monitoring and cumulative impacts
11 tracking. The question is: Is this requirement not an
12 example of natural and cultural resources compliance, and if
13 so, is it the intent that we, the contractor, be able to show
14 and provide this capability as part of the compliance contract
15 effort? And again, I see two questions there, so I am going
16 to answer two questions.

17 The performance work statement requirement for
18 NEPA mitigation monitoring and cumulative impacts tracking --
19 well, the terms "cumulative impacts" may be the jargon words
20 that are causing you trouble. That performance work statement
21 requirement was intended to focus on those significant or
22 insignificant impacts identified in final NEPA documents
23 applying to our installations for which promises were made in

1 those final environmental impact statement or environment
2 assessments, and which are covered under the performance work
3 statement rules, regulations, and areas. Primarily, clean air
4 compliance, clean water compliance, safe drinking water,
5 hazardous and toxic management. It is not the case that all
6 of the Army's NEPA documents address only natural resources
7 and cultural resources. Quite often we make promises about
8 particulates management, about their compliance, about waste
9 water emissions, about hazardous management. And when we make
10 those promises it is good management for us to make sure we
11 have done those promises. It is also good management for us,
12 in many cases, to go out and do those. We are now seeing
13 projects which are based on NEPA documents. Installations
14 have staffed and gotten approved records of decision and now
15 they have to go out and keep a promise they have made.

16 So, it is not the intent that the performance
17 work statement is to be expanded to cover natural resource or
18 cultural resource requirements that are imposed on federal
19 facilities by other regulations, by federal or state
20 regulations, by other agreements or by those same NEPA
21 documents that are driving clean air, clean water, hazardous
22 and toxic. So, I hope that clarifies it. I am trying to stay
23 out of the natural and the cultural, by any means, but I think

1 following up on NEPA mitigation can be very broad obviously.

2 The second question there, which I saw was: Is
3 it the intent that the contractor be able to show and provide
4 this capability as part of the compliance contract effort? In
5 going back to an earlier question -- if I didn't ask for that
6 as one of the ten products in Part 1 of the technical
7 proposal, I do not want to see a response to it. And since I
8 am telling you that it -- the natural and cultural resources
9 is really out of the performance work statement, I do not want
10 to see the response to it. So that, I think, is the only --
11 the last of the technical proposal questions that I see.
12 There are more? Oh, keep those questions coming. Okay.

13 On the sample task orders; are the currently
14 published sample task orders draft or final? They are draft
15 at this point. We have identified some changes in assumptions
16 and clarifications from your questions that were submitted
17 previously. Those task orders are quite similar to what you
18 will see, I believe, in the final RFP, but there will be some
19 changes on them. So this is sort of a put your pencils down,
20 do not start working until given the signal thing. In fact,
21 the entire draft -- the entire RFP is draft at this point
22 obviously; that is the point of this meeting.

23 [Conferred with Ms. Kearney] Are these ----

1 Ms. Kearney: These are in two parts.

2 Mr. Eck: Two parts, right.

3 Ms. Kearney: I'll just start it. The question
4 asked is: Are there incumbents, either small business or
5 large business, according to AEC now? This is a new strategic
6 sourcing that we are trying to do. I'll let Mike elaborate on
7 that as currently each installation is doing their own thing
8 on that one.

9 Mr. Eck: As Angela said, this is a new approach.
10 There are not incumbents at AEC that are providing these kinds
11 of services and doing this kind of work. This is kind of a
12 new approach at AEC, so I think that sort of addresses it;
13 yeah. Nobody has the home court advantage here. Certainly a
14 lot of you out there have performed work for AEC in the past,
15 and I hope a lot of you have worked for the U.S. Army
16 Environmental Program, as well, or at least for the Department
17 of Defense Environmental Programs; that is natural, but we do
18 not currently provide these services through the Army
19 Environmental Command. Others?

20 Ms. Kearney: Question: How are individual task
21 orders awarded? If eight to ten teams receive awards, does
22 that -- do those teams compete for each task order? If so, is
23 the award best value or cost? Per federal regulations each

1 task order over a threshold of \$2,500, must be competed unless
2 there is a sole-source exception, and that is outlined in the
3 FAR. At the task order level the evaluation criteria will be
4 left up to that task order contracting officer. It may be
5 price. It may be past performance, but -- well, actually not
6 past performance, because we asked them to keep it at a
7 minimum, because we have already done the past performance
8 evaluation, but it will be left up to that task order
9 contracting officer as to how they deem -- to make the
10 evaluation on that one.

11 Are you considering specific, service-disabled,
12 veteran-owned small business, set aside out of that small
13 business award or are you considering specific service-
14 disabled veteran small business, subcontractor requirements
15 under the full and open? The same question for natural
16 resources and cultural procurement. During our market
17 research on the industry day, the 101s, our industry was
18 telling us that we did not have the capability of -- ability
19 of setting aside this requirement and that is why we are
20 looking at the small business. We didn't see the support in
21 the capability statements provided by the service-disabled nor
22 the 8(a) or HUBzone, so that is why we are limiting it to the
23 small business. There is a percentage that we are looking for

1 in the subcontracting plans for the service-disabled veteran
2 still, set aside for them through the large businesses.

3 Please explain rationale for 600K, TO threshold
4 for large business participation. Most compliance TOs are
5 significantly smaller. Because of what we saw from industry
6 in the small business and knowing that they could actually
7 provide the services at that threshold, that is how we came up
8 with the 600K. In instances where we were above that
9 threshold we did have the large businesses; that is why we
10 wanted to do the two, because small business could not
11 actually hold that capacity. As I said, the viable capability
12 statements and everything we are getting from industry, is
13 that small business can perform at that level.

14 Is it anticipated that assignment will be
15 bundled on one -- [to Mr. Eck] I think that is one of yours --
16 over an installation to allow the large business
17 participation? We don't bundle, just so you know.

18 Mr. Eck: Is it anticipated that assignments will be
19 bundled and/or -- installation comprehensive to allow for
20 small business participation? Well, I will try to answer that
21 the way I understand it and then you'll see. We will not be
22 focusing our task order awards with the intent of bringing in
23 the large businesses and excluding the small, or will be

1 intended to always going through an unrestricted sort of a
2 competition. Rather, the driving intent and the thought
3 behind this, this IDIQ, and this method of doing business is
4 that task will be ideally awarded in the most cost-effective
5 way and to achieve the highest quality of product.

6 So, in the past, what I have seen as we have
7 gone through dry runs and, historically, is that, for example,
8 a task which is going to be done at a number of installations
9 at about the same time with similar federal requirements, such
10 as the advising spill plans to comply with 40 C.F.R. 112
11 nationwide is advantageous for us to award a single task order
12 over a number of installations in a given year, because we
13 assume that the contractor will gain, will learn, will be more
14 efficient, and faster. And because we see obvious
15 efficiencies in having, you know, a minimum of mobilizing and
16 start-up and understanding for that sort of a thing.

17 So those are the kinds of decisions that I
18 think will allow small task orders to be combined with large.
19 The intent is not really to, you know, cleverly exclude small
20 business, by any means, or to only reach for a larger business
21 competition. That is my understanding, anyway, of what our
22 thinking is right now, and that I think comes out of our sort
23 of market research that was done that brought us this whole

1 strategic sourcing initiative. So, I hope that answers the
2 question or at least addresses it.

3 Ms. Kearney: I think this is another one.

4 Mr. Eck: A few more for me; okay. Resumes; will
5 there be any resume or key personnel requirements, any project
6 descriptions or corporate goals requirement, any management
7 plan requirements? So three questions on one; we did not ask
8 for specific resumes or for key personnel at this level of the
9 solicitation and I think that will probably stand. There is
10 some discussion now -- our intent, my preference anyway in
11 doing technical evaluations, and I think our overall intent is
12 to evaluate corporate performance and capability rather than
13 individual achievement. And I think we are looking at
14 businesses and teams which are of a larger size than a given
15 individual, even if that individual is the main performer and
16 the high performer in that.

17 So, at the contract level, I do not foresee us
18 asking for a whole lot of resumes or any resumes at all at
19 this point, but we are at a draft stage here, so that could
20 change, you know, given further thought and better thought.
21 At the task order level, it is quite possible resumes will be
22 solicited at that time, when we are actually looking at doing
23 the work and when there is some expectation that the person

1 whose resume is submitted will still be around at the kickoff
2 meeting.

3 The second question there: Are we asking for
4 project descriptions for corporate goals, any project
5 description or corporate goals requirement? And -- yeah, I
6 would say that certainly under the past performance volume we
7 are asking for, you know, the last 3 years, what kinds of
8 projects relevant to this contracting action you have done?
9 By all means, I don't think there is an overall corporate
10 goals requirement -- there is certainly no corporate goals
11 requirement in the Volume 2, the technical, by any means, and
12 I don't think we were asking for that sort of general
13 information. We assume your corporate goal is to stay in
14 business, to make a whole lot of money.

15 **[Laughter in the room]**

16 Mr. Eck: If anybody has a different corporate goal
17 let's talk about it out in the hall, just for the heck of it,
18 just out of curiosity.

19 **[Laughter in the room]**

20 Mr. Eck: Is there a management plan requirement?
21 Other -- there is no specific requirement that you submit a
22 management plan at this time for the overall contract. I
23 believe when we are asking you to respond to the sample task

1 orders we are expecting to see, and we are specifically asking
2 for how you will manage your personnel and the simultaneous
3 work and the other challenges, including a necessity, perhaps,
4 to sort of surge your personnel, to hire more people, et
5 cetera, at that time. So, we are really looking at your
6 management of specific task orders rather than your overall
7 management of the contract at this time.

8 There was, as Angela mentioned, a separate
9 requirement that we will add in for other -- it was a QC?
10 Yeah, a QC plan, which I think was not -- is not what was
11 meant by management plan, but let me just reiterate that so I
12 can hold them apart. At this point, we are not asking for a
13 separate management plan or that a management plan be part of
14 your -- part of any of the other volumes, and I think that
15 will probably stand.

16 Another question: Will contract awards -- I
17 assume that is what's meant, and I make that assumption --
18 because at this point, we are not talking necessarily about
19 how the task orders will be awarded. Will contract awards be
20 based on geography, that is, regional, or will they be
21 national contracts? And the intent is that they will be
22 national contracts. As we went out last year, before our
23 industry date last year, I know we asked you to provide

1 capability briefings. We were asking if you -- if small
2 business would have trouble supporting work in the 50 states.
3 And most of you that responded said -- most of you said, we
4 would have no trouble doing that; we are eager to do that for
5 the most part, which is certainly the answer we want, so you
6 could go there.

7 Our understanding of the technical capability
8 that is required to perform the tasks that would fall under
9 this contract is that they are not necessarily regional or
10 geographically limited. It goes without saying that there are
11 going to be state requirements, more stringent compliance
12 requirements. And I think as discussed in there, there are
13 certainly state requirements for certifications,
14 registrations, certain backgrounds in some cases, and those
15 will certainly come up. But, as far as air pollution
16 inventories go, and with the exceptions obviously of certain,
17 you know, areas that are out of compliance, it -- the work at
18 a given Army installation is not that different in the
19 Northwest and the work in the Southeast. The sources tend to
20 be the same and that tends to be more of the driver. State
21 rules, as I say, are certainly an issue, so we do not
22 anticipate regional breakouts, geography breakouts, ecosystem
23 breakouts, any sort of breakout like that, and certainly not

1 statewide breakouts.

2 The second question on this one: Will the
3 performance work statement read such that the contractors are
4 not allowed any contact or discussions with local regulators
5 regarding task orders and the follow up? What is the division
6 of responsibility regarding regulator contact and permitting?
7 The performance work statement is not going to discuss any
8 prohibitions on contacts.

9 My experience with Army installations is that
10 most of them see -- and in fact the Army, I think, sees that
11 it is a government responsibility to represent the Army in
12 front of a regulator; clearly all of you are quite aware of
13 that and know it. In most cases, I believe that there would
14 be no problem with you working under a task order, contacting
15 the regulator, and asking for up-to-date information on a
16 requirement, on deadlines, you know, and on all kinds of
17 specific information necessary to perform the task. And I
18 have often seen that hired out as a reasonable thing to hire
19 someone to do.

20 So, I think the task order will probably
21 address that; the performance work statement will not. Just
22 philosophically, we would not want to handicap you. We want
23 you to come up with an efficient way of doing the job. We do

1 not want to restrict you from doing the job unless there is a
2 very, very good reason. You may, in fact, find yourself
3 working for some installations that don't want you to even
4 talk to the regulators, and there may be good reasons for
5 that. Mainly, the state and the installation have been
6 feuding for years, and there is no reason for you to get
7 involved. And if there is a situation like that, it is, I
8 think, the government's responsibility to make sure that that
9 risk is understood, and the task order is written in such a
10 way to accommodate that. If you can't get the information,
11 then it probably becomes our responsibility. For a
12 philosophical answer, this probably goes a little too far at
13 this point. Regardless, the performance work statement is not
14 going to address that one way or another.

15 And another one: The RFP states the task
16 orders will be performance-based objectives -- I think that is
17 at the very end of the performance work statement -- please
18 explain your thought process and what kinds of objectives and
19 metrics will be applied to the contractors. There were some
20 given at the tail end of the performance work statement. We
21 are certainly struggling with this as I think other people are
22 trying too. I would say, just generally, without really
23 getting into too much detail, it is unlikely for this kind of

1 a contract, that regulator acceptance of the final product
2 will be the performance outcome of the performance objective.

3 Let me restate that. I am not going to make
4 you wait to get paid until the state accepts the product; that
5 is not practical in a lot of cases, for permitting actions, a
6 million things can happen. For example, in other cases there
7 is no knowing what is going on, whether the government will
8 accept the product as final, given some outcome standards,
9 some performance standards. Let me give you one example
10 beyond that, which is already in the draft performance work
11 statement, where a written product, a study, a report, we
12 would set some standards for completeness. Completeness, you
13 know, completeness covering both the actual regulatory
14 requirement and obviously the task order requirement, but also
15 the compliance sites that are applicable; we would set
16 standards for accuracy.

17 If there are 50 compliance sites out there and
18 there is five pieces of information for each one, you are only
19 allowed so many mistakes or none at all. We would set
20 standards for auditability if that was crucial. We would want
21 to be able to go back and figure out how you knew what you
22 knew, and how you figured what you figured. We would probably
23 set -- if I can, I would set a standard for clarity, you know.

1 I want to be able to read this the first time through, if
2 possible. Those are, you know, for documents; for other
3 things it may be more difficult, and I believe we are open. I
4 believe we will continue to be open to suggested performance
5 outcomes and we may very well write our task order
6 solicitations in that way. We will suggest some, but we will
7 ask you to suggest some as well.

8 I may be ahead of myself on that, but I hope
9 that kind of helps. I realize performance-based on the
10 capabilities was performance based acquisition for
11 environmental services, which were not remediation services
12 and were somewhat new to the industry base. So, we are going
13 to try to work together on that with you. More? Great; I was
14 asking for them. Great. A resumé question, key personnel;
15 for small businesses which may not have corporate past
16 performance, they rely on the qualifications and past
17 experience of their senior technical personnel. Would you
18 reconsider adding key personnel to ensure and open the ability
19 for small companies to be competitive? Hm, okay; that would
20 be in the -- I'm trying to think where that would actually be.
21 Would that be in their past performance?

22 Ms. Kearney: They are asking the ----

23 Mr. Eck: What they seem to be saying is, if they

1 don't have the corporate experience, would they be -- would we
2 be able to use the senior management experience? And I'm
3 trying to think whether that would in the technical -- again,
4 whether that would be going to the technical proposal or would
5 that be in Volume 3, past performance? I guess?

6 Ms. Kearney: Volume 3, past performance.

7 Mr. Eck: What is the read on that? I am not sure.

8 Ms. Kearney: Past performance, but if they were
9 asking to -- and in some solicitations you actually ask for
10 key personnel to make sure that they have the personnel
11 required to complete the task. And I know you are not
12 requiring resumes or to identify any of that -- I think it's a
13 two-part. Would you reconsider allowing key personnel? I'm
14 not sure who asked the question, but I think that is what they
15 are asking on that one.

16 Mr. Eck: I'll tell you what, rather than answering
17 it at this point, because I am a little unclear on some of the
18 acquisition rules here, we'll discuss that and try to provide
19 an answer in writing as we go; that is probably the best
20 answer for that one right now. I think I got that one last
21 year during industry day as well, too, and I probably gave
22 about as vague an answer then.

23 As a follow-up to the resumé, key personnel

1 question ----

2 **[Laughter in the room]**

3 Mr. Eck: The same exact question, different
4 handwriting though.

5 **[Laughter in the room]**

6 Mr. Eck: Will RFPs be solicited to the selected ten
7 contractors based on geographic location of the installation
8 or the task order level? That is similar to the question
9 before -- wait. No, it's not. At the task order level they
10 seem to be saying, no, I don't think so. I don't think task
11 orders will be competed regionally any more than the contract
12 is going to be competed regionally for this contract, again,
13 for the same logic that we believe the capability is out there
14 nationwide. Now, there could come a task order in the next 6
15 months that will make me say, wow, Bill, I never expected
16 that; but looking back historically at what we buy that fits
17 this contract, there is no real reason to buy it regionally.
18 We believe it can be bought nationwide and, in fact, in any
19 cases it has been supplied by nationwide contractors,
20 contractors with offices across the 50 states.

21 Would you please reduce the font from 12- to
22 11-point?

23 **[Laughter in the room]**

1 Mr. Eck: Take a good, hard look at how much hair
2 I've got on my head, because I think it's proportional to hair
3 loss basically.

4 **[Laughter in the room]**

5 Mr. Eck: My gut feeling is, if we make a change,
6 I'll keep the 12-font and go to longer page limits. I'd
7 rather do that than go to 11-font and 25 pages. It's the
8 same, in a way, and I'm doing good to read 12-font anymore.
9 Nice try.

10 Any other questions?

11 Mr. Cerar: I have one question here. The question
12 is: Regarding the management and professional services
13 component, can you expound on the philosophical discussions
14 being shared between IMCOM and AEC, and explain how this may
15 affect the future solicitation of the management and
16 professional services? If you are not familiar, the
17 Department of Army has put out guidance on Contract Manpower
18 Equivalents. In particular, what they are looking at are
19 those contract resources that reside within our organizations
20 that provide day-to-day support, what we used to think about
21 as -- we used to think about in terms of personnel services
22 and government inherent type of activities.

23 So, what happens today, since this policy has

1 come out, every contract action that comes across my desk, and
2 also everybody else's desk out within IMCOM, and every place
3 else in the Army, we have to go through a checklist. It looks
4 at personnel services. It looks at inherently government-like
5 type activities, even expands it a little bit. They are the
6 type of things that from a day-to-day -- are we outsourcing
7 things that affect our requirements, the decision processes,
8 financial decisions, and so forth. And so, it really puts a
9 great burden on us to really determine if that contract
10 mechanism is the right way to go. And actually what they are
11 --opening the door across the Army, not just IMCOM, not just
12 AEC, but across the Army to look at possibly in-sourcing of
13 the government inherent type functions and functions that are
14 very government-like in nature.

15 And so, as we go forward, what I am trying to
16 do is get a handle on how does that affect the scoping of
17 management services contract? Let me give a -- sort of a
18 "what if." It -- currently IMCOM is contracting out about 150
19 million a year in advisory services across all of this,
20 headquarter regions and installations in environmental
21 services. How does that in-sourcing affect that? Is that
22 maybe going to reduce that by 25 percent, 30 percent? So that
23 is part of what we have to do for the analysis as we go

1 forward. And unfortunately what is happening is that this
2 policy has just hit us very recently, this summer, so we are
3 still trying to determine what the effect is and what we
4 think, maybe in the end state, is the right balance between
5 Department of Army civilians and on-site contract support. We
6 see the contract mechanism as a very capable way of bringing
7 in technical services sometimes that we have a hard time
8 recruiting. But, in the same respect, I think there is a
9 general thought across the Department of Army, we've got to
10 put government in nature type functions into the hands of DA
11 civilians.

12 So, we've just got to sort the laundry and make
13 sure they are in the right baskets, and once we do that, we
14 will be able to come back with an idea of what the scope of
15 that contract really should be to support the end state of
16 IMCOM, and the environmental programs within the Army. So
17 that is sort of where we are going. Like I said,
18 philosophically, we are just trying to get a handle around the
19 analysis at this stage. I hope that answered your question.

20 Mr. Eck: The consensus of the table is that we've
21 been doing this for about an hour, and it might be a good time
22 for about a 5- or 7-minute break and then we'll come back. We
23 have more questions to answer and there are more index cards

1 and also pads of paper in the back corner, on my right, if you
2 want to add more. So, let's say 7 1/2 minutes, please, and
3 then we'll call you back. Thank you.

4 **[The meeting paused for a break at 10:00 a.m.]**

5 **[The meeting resumed at 10:18 a.m.]**

6 Mr. Eck: Just a few administrative things before we
7 get started and to drive you more back into the room. I think
8 two things, just clarify -- I want to clarify a little bit
9 about the questions and the answers that we are going to put
10 up on the Web site, because -- talking with Angela and
11 realizing that we do have a court reporter that is taking down
12 everything very accurately.

13 What you will see this Friday will be those
14 questions, I believe, primarily that were previously submitted
15 and the answers that we are pulling together. I think our
16 better idea for the questions that are being asked now is to
17 wait until we have the court transcript, which, of course, is
18 probably due after Christmas, and then get you a second
19 version of questions that are asked today verbally, and the
20 answers given, before the actual final RFP goes out, which
21 would be roughly about the middle of January or so.

22 So, there will be two sets of questions and
23 answers going up now, and we're not going to try to work

1 without the court reporter's transcript, and then try to
2 remember what we said to you today. Now, some of the
3 questions are overlapping, so you may see them twice in the
4 questions you submitted before this, and again in the verbal
5 answer, and we'll try to make sure the answers are more or
6 less the same one way or another there, just so you are not at
7 least overly confused. That is the first administrative
8 detail, and I'll try to make sure we repeat that before we go
9 at the end of this, so you will understand what we are doing
10 with that.

11 The second one; not surprisingly, someone came
12 up during the break and said, gosh, you guys are
13 misinterpreting these questions. And that is clearly the
14 government's fault; it's not the fault of the writer at all.

15 **[Laughter in the room]**

16 Mr. Eck: So here's our procedure for dealing with
17 that. We'll try, after we read the question, to look around
18 and say, is that right? And then, after the answer, we'll
19 say, is that right? Now, if it's wrong, you have two choices;
20 one is, come up again privately and say, no, no, this is what
21 I meant; but better would be is, if you actually used that
22 microphone there. It does have a purpose. It does work.
23 It's not decorative. And either identify yourself or rip your

1 nametag off and be anonymous, and ask us what you really want
2 us to answer, and then we'll try and answer it that way.

3 And the third, obviously, I believe questions
4 can be submitted -- am I right, Angela? Questions can still
5 be submitted throughout this process. You can submit
6 questions on the draft RFP, you know, right up to the final
7 RFP, and then you can submit questions on the final RFP until
8 the proposal closes. I believe that is the process and we
9 will scabble around trying to answer them as best we can, you
10 know; so we are not done today.

11 So, those two details then, you know, two
12 rounds of questions posted on our Web site; one, this Friday,
13 a second one before the RFP is out. And if we didn't
14 understand what you were saying, please clarify, unless you
15 like our answer better.

16 [Laughter in the room]

17 Mr. Eck: Did you want to go first?

18 Ms. Kim: Yes. All right. There is a question
19 about organizational conflict of interest. Is there any OCI
20 issue for company, prime on both the professional management
21 services contract and the environmental clean up contracts? I
22 am going to say, at this point, that it depends. A lot of it
23 is going to depend on how the IMCOM corporately addresses the

1 Army G-1 policy that has to do with in-sourcing. And if there
2 actually could be some OCI issues with it, I am not sure if we
3 will have to sequester management and professional services by
4 fund type, or if we have a certain type of money for the clean
5 up contracts, and the other monies for EQ projects; but that
6 certainly could be an item that may impact the management and
7 professional services. But, since we are still pretty early
8 on in that process, I would say to just stay tuned.

9 Mr. Eck: Do you want to hear Angela first, or me,
10 or do you care? Nobody cares.

11 Ms. Kearney: Go ahead, Mike.

12 Mr. Eck: All right. I'll go first then; all right.
13 Just checking. Moving on, again, and they keep coming; and
14 thank you; I'm glad. The more questions, the better, because
15 ideally after lots of tries, we'll reach a shared
16 understanding.

17 The question here was, if the company which
18 wins one of the unrestricted or small business awards under
19 this contract previously was providing products to an
20 installation or garrison, will follow-on work or similar work
21 at that installation or garrison still be required to be
22 competing when it comes up, or can the installation or
23 garrison work with AEC, to ensure that the work goes to the

1 company that previously provided the work? That's not really
2 the intent of this procurement, but I think my working answer
3 for that would be, nah, not really. I mean, I believe there
4 are ways and exemptions that allow for sole sourcing, but
5 those would be looked at very, very stringently and applied
6 very narrowly. I would be surprised if anyone who
7 successfully competed on this contract would qualify for that
8 sort of a thing under that sort of a circumstance. So, it's
9 really the intent of this procurement to change the way things
10 are being done, and perhaps to stretch people's comfort level
11 a little bit with the intent of making overall procurement of
12 environment services a little bit more efficient, a little bit
13 better of quality.

14 Past performance; a question about past
15 performance; will preference be given to teams that include
16 past performance examples of projects where the team has
17 worked together, as opposed to past performance examples that
18 demonstrate experience of only one member of the team? I
19 don't think that that was included as one of the evaluation
20 criteria. If anybody feels strongly about that at the table,
21 yell at me and we'll go back and ponder that; but my gut
22 feeling would be that we are looking for the past performance
23 of the team that will show up on day one, and if, in fact, it

1 is your intent that this new team will be working well
2 together, that will be fine.

3 Obviously, where we are asking you for some
4 discussion of overall management with regard to the sample
5 task orders in Volume 2, the technical proposal, you are going
6 to want to address, and I believe we do ask you to address any
7 risk implied by the task orders. And if there is a risk of
8 the new management structure or some working there, that might
9 be a reasonable place to address that, but I am just sort of
10 suggesting that. I would say, since the question was, will
11 preference be given, I think my answer would be, I do not see
12 preference being given and I do not believe that was an
13 evaluation criteria. If it is, we'll try to specify that, but
14 I don't believe that that was our intent.

15 As a follow-up to the AEC and IMCOM views of
16 the advisory contracts -- and when we say "advisory" we also
17 mean management and professional services -- is AEC coming out
18 with the advisory management and professional services
19 contract? That seems to be a yes or no question, but if not,
20 this may affect the firm's desire to prime on the
21 environmental compliance contract. And the follow-up contract
22 question is: Do you think IMCOM will come out with separate
23 advisory or management and professional services contracts?

1 AEC intends to request proposals for a
2 management and professional services contract at this time, as
3 we started last year, and we have continued at this time. And
4 as an answer to a previous question we estimated we would be
5 asking for this in the third quarter of this fiscal year,
6 Fiscal '09. As Randy made clear, within the greater
7 government there is a lot of discussion about the role of
8 contractors and the role of civil servants. And I would say
9 this sort of thing cycles around every so often, with some
10 frequency, and we are obviously at the point of one of those
11 cyclings, but right now AEC intends to go forward with this,
12 in this fiscal year. I do not -- I really can't speak for
13 what IMCOM will do separately. I am not aware of any other
14 IMCOM, and at this point, we are not aware of anything and I
15 actually don't think we would be competing with ourselves and
16 offering similar contracts at this point.

17 So, in answer to the second question, will
18 IMCOM come out with a separate advisory or management and
19 professional services contract, I do not foresee that today;
20 but as I think Randy made clear, everything we are telling you
21 today could be overturned by higher -- other people on January
22 5th. I guess, obviously, the business risk is, which contract
23 do I compete for given the OCI issues, and that's your

1 business to decide really one way or another.

2 Oh, thank you. Janet reminds me; did I
3 understand that? If I did not understand the question and if
4 you did not like the answer, you have two choices; speak up or
5 come and talk to us, and we'll try to clarify it or more
6 pieces of paper.

7 **[Laughter in the room]**

8 Mr. Eck: Although, if you keep sending us pieces of
9 paper and we don't understand them that sort of implies that
10 you have more confidence in us than is warranted in my reading
11 of those.

12 **[Laughter in the room]**

13 Mr. Eck: What role will AEC staff play in the task
14 order management and execution at the installation? And they
15 give four possibilities; coordination, oversight, technical
16 involvement, project management. At this point I would
17 foresee that AEC is applied as far as the contracting officer
18 representative (COR). Because we are sitting at the
19 headquarters level, we are also in a position to provide
20 conveniently and efficiently headquarters guidance, DOD
21 guidance, Army guidance where it's available, known, and
22 published. So, in that case, we would be doing that. As COR
23 we would fulfill all COR duties. I hope that is a good answer

1 one way or another.

2 The installations will also be heavily involved
3 in any installation task order, because they are the ones that
4 have access to the data. They are the ones that would be
5 providing access to people, facilities, security arrangements,
6 et cetera, et cetera. I hope that that is -- answers it one
7 way or another. And again, did I understand the question?
8 And if not, tell us something.

9 When task orders are competed, will task orders
10 that have overlap, for example, assessment task orders that
11 also require significant IT supporting services -- so will
12 these task orders that have overlap be competed as part of the
13 compliance IDIQ or the management and professional services
14 IDIQ? Let me fall back on Randy's explanation of the
15 environmental and compliance services. The IDIQ, for the most
16 part is looking at output, at final products that will be
17 turned over to an installation. They are somewhat discreet,
18 quantum sort of products, if those require IT support needed
19 to develop, obviously that would be competing under this
20 contract as much as we could give them -- the way the Army
21 feels about IT these days. Follow-on support would be
22 probably funded and awarded and managed under separate
23 services and, in fact, follow on support might be an

1 installation for the service requirement. I hope that that
2 explains it.

3 We do not necessarily -- historically, for a
4 lot of the products that we are trying to buy under this
5 contract the Army has gone through cycles of developing, but
6 done by civil servants and paying the contractors to develop
7 them. And at the unit installation they use their own people,
8 and some of those people may come from the management and
9 professional services, historically, or work for a similar
10 source of contract. But, this particular contract action is
11 for those occasions when a product is being bought by an
12 outside contractor who will provide the product, who will show
13 up on site to collect information, do briefings, et cetera,
14 transition the product, whatever; I mean, who goes away and
15 leaves the product in the hands of the installation staff, but
16 we do not foresee overlap that way, one way or another.

17 How will you evaluate or consider horizontal --
18 oh, dear -- generic? Let's try generic. How will you
19 evaluate or consider horizontal, generic capabilities such as
20 IT services or support that are or might be applicable to more
21 than one product in the compliance services and/or support?
22 I'm going to -- I'm going to interpret that question -- let's
23 see. [Conferred with Ms. Kim] Yeah.

1 Let's see if I can answer that several
2 different ways. We have not really asked for that in the
3 technical proposal volume. We have not really asked that
4 these kinds of things be considered. Yeah, it's hard for me.
5 Perhaps I can get some help in understanding this here. I
6 mean, there's capabilities within a given firm which support
7 all kinds of different products that are sort of part of the
8 overhead, and if that is what is being asked, then I think my
9 answer would be that we would assume that is part of overhead,
10 generally. That is part of the rate for anything that
11 supports a lot of different task orders and so on, you know,
12 and so forth. I think it would be -- get some help, you'll
13 probably help in correcting here.

14 Mr. Brown: No. Go ahead.

15 Mr. Eck: If ----

16 [Laughter in the room]

17 Ms. Brown: I'll correct you on the proposal if ----

18 Mr. Eck: Oh, I'm sure.

19 [Laughter in the room]

20 Mr. Eck: You are management, right? If, in fact,
21 what we are talking about here is that your team has
22 capabilities which -- which again, I think service and support
23 or other sources of things, environmental training, which

1 could be provided for a number of different task orders, we're
2 not only asking for that as part of the technical proposal
3 evaluation, and if it -- that is probably the best thing. So,
4 I don't think -- since the question is, how will you evaluate
5 this, it sounds like we probably would not evaluate it now.
6 Was I anywhere close to what was asked and was the answer any
7 way close to what you want? And again, if you don't want to
8 say so publicly, come and say so privately.

9 Mr. Cerar: Let me just interject here a little bit,
10 back to the question regarding the roles and responsibilities
11 of the installation and COR responsibility. Sort of the way
12 we see this going forward, for the overall contracts, we'll
13 maintain COR responsibility for the base contracts at the Army
14 Environmental Command. Individual task orders will be hinged
15 on the activity in the technical capability of the
16 installation. Several installations have folks who are COR
17 trained; other installations don't. And so, we'll look at
18 that on a case-by-case basis, but -- so there probably will be
19 situations where COR, the installation will come forward with
20 the task or they will have folks who are COR trained. They
21 will be the CORs and we may be an alternate just for
22 administrative purposes.

23 And there will be other situations where we'll

1 maintain the COR responsibilities, because we don't have folks
2 that are trained, on the ground, so it's really going to be a
3 case-by-case situation. And so, in that case, I would have to
4 look at and examine each one. Also, where we may be doing
5 things that are across the installation, maybe taking a plan
6 and implementing it at three or four different installations,
7 probably in that situation we would maintain the COR
8 responsibility either at the region level or at headquarters
9 level, and then have individual representatives assigned to
10 each installation, just so we can manage the overall
11 resourcing of that task equitably across those installations.
12 So, hopefully, that does answer -- I have answered your
13 question.

14 Mr. Eck: The next question: Is there any intent to
15 provide staff augmentation and services using the compliance?
16 Well, okay, if my intent -- being an offer, is to provide
17 staff augmentation and services, is the compliance contract
18 the vehicle I need to focus on? The answer for that would be,
19 no. The management and professional service, the IDIQ, is the
20 correct vehicle for those kinds of services at this point. As
21 Randy said earlier, we're buying outcomes; we are buying
22 discreet products for them as well.

23 What is the likelihood my small business with

1 offices east of the Mississippi River will be awarded a
2 contract?

3 [Laughter in the room]

4 Mr. Eck: Just that, you know, just -- do I need to
5 consider teaming with another business with offices west of
6 the Mississippi River? Well, for the second question I don't
7 want to -- you know, I don't want to suggest how you team
8 there, by no means. And I think, as we said, we are not
9 awarding either the contracts or the task orders
10 geographically or focusing on geographic, you know, locations.
11 What we are looking for is the desire, and the ability, and
12 the commitment, to support work at Army installations in all
13 50 states of the USA as long as we have 50 states in the USA.
14 How you manage that? We hope for all kinds of creative
15 solutions, so we are not necessarily going to pick on you,
16 look at whether all of your offices are east of the
17 Mississippi, but we are probably wondering how you do work at
18 Fort Belvoir, Virginia, and Fort Drum, New York, and there are
19 many ways of doing that. I'm sorry -- east of the
20 Mississippi, yeah -- that's east of the Mississippi.

21 [Laughter in the room]

22 Mr. Eck: So Fort Lewis then or Fort Irwin, for
23 example, but your teaming arrangements are up to you and we

1 are certainly not going to discriminate against a prime which
2 is centrally located on one side or another of the Mississippi
3 or the Continental Divide. We are going to be looking for a
4 team that can perform in all 50 states, or at least all the
5 states that we have work; we said, I think, 35 or 40.

6 Ms. Kearney: I was asked to clarify the 130 million
7 capacity and how the dollars will be distributed. The 130
8 million will not be distributed equally among the contract
9 awards. As I mentioned, each task order will be competed;
10 therefore, one contractor may get 30 million; one may get 40
11 million; one may get one million. It just depends on the
12 competition and who wins the competition at the task order
13 level.

14 The question is: Please review in more detail
15 the process to be followed in regards to competition for task
16 orders below and above the 600K threshold. Below the 600K
17 threshold that is solely restricted to the small business
18 competition; no large business will play. The only time we
19 will allow large business to play is when the task order
20 contracting officer determines that two or more small
21 businesses cannot perform the task or they cannot perform the
22 task and abide by the 52.214 dash -- I'm sorry, 219.14
23 limitations of subcontracting. That is the only time a large

1 business will be able to play under the threshold.

2 Above the 600K threshold, which leads me into
3 the other question asked about the GAO, the recent GAO
4 decision, even though above the 600K is unrestricted, because
5 of that recent decision it must be -- if the task order
6 contracting officer has reasonable, two or more small business
7 concerns, that task order contracting officer must set aside
8 that requirement to a small business regardless of the dollar
9 value. And the GAO file number is B-400403, for those of you
10 that want to go in and read that decision. It basically said,
11 to set aside provisions of federal acquisition regulation, FAR
12 19.502-2b applied to competition of task and delivery orders
13 issued under multiple award contracts, and that is basically
14 what we are doing here.

15 Is there a maximum limit you identified for the
16 number of contracts to be awarded? We have not set that
17 limit; we have been talking eight to ten, but there will be no
18 more than the maximum number of contracts deemed necessary to
19 satisfy the PWS and provide competition based on qualified
20 offers. We have not made a final determination on the number
21 of maximum awards.

22 Price proposal; clarify subcontract labor under
23 price proposal. At page 45, section B2, it indicates

1 subcontractor and direct labor; but RFP Section 8.3b, other
2 direct costs, labor is not permitted as to other direct costs.
3 What we are asking here for is what -- for all labor, whether
4 subcontractor or prime labor, is considered direct cost. The
5 other direct cost identified in H3 is anything associated;
6 supply, material, travel, all that is necessary to perform the
7 task of the PWS. So, all labor costs, whether subcontractor
8 or prime, should be identified as direct cost.

9 I like this one. Who will be evaluating
10 proposals? Who will be on the source selection board?

11 **[Laughter in the room]**

12 Ms. Kearney: Of course, you guys know that is
13 procurement sensitive information, and it cannot be released.

14 Mr. Eck: Of course, we haven't found anybody
15 willing to do it.

16 **[Laughter in the room]**

17 Ms. Kearney: It asks to please describe the small
18 business subcontracting requirement for percentages that must
19 be achieved in full, open category? Are the percentages based
20 on total contract value or of the subcontracted amount? The
21 dollar amount, I would imagine. In H.18, it lists the actual
22 distribution there; it shows the small business at 50 percent
23 total. Of the 50 percent, it is showing the small

1 disadvantage business at 10 percent; women-owned small
2 business at 8 percent; HUBzone, 3 percent; service-disabled
3 veteran-owned small business is 3 percent. Historically,
4 black colleges and university minority institution, it's one
5 percent.

6 Now, we know the subcategories of the small
7 business does not equal that total 50 percent and what we are
8 looking for is that 50 percent of that small business, the
9 remainder 23 percent, will go to a small business, whether it
10 meets one of the categories or not. And if you are claiming
11 the HUD zone, you cannot claim it as part of the 50 percent,
12 if you understand that. If the HUD zone is considered part of
13 your 3 percent, you cannot take that 3 percent and deduct it
14 from the 50 percent of small business.

15 Below the 600K threshold, can a small business
16 prime use a large business sub? That is fine as long as you
17 can meet the 52.219-14 limitation of subcontracting, that
18 percentage of your work there.

19 Can a service-disabled small business team with
20 multiple prime bidders? If so, could they also bid separately
21 as a small business, small business prime or sub? Yes. That
22 is -- you can do both. You just need to identify that in your
23 requirement.

1 Who would decide on task order contractor
2 selection, AEC, IMCOM, installation or a combination of all?
3 At the task order level, that is the installation and that
4 task order contracting officer. Once we actually make the
5 contract award, each installation at IMCOM is allowed to make
6 awards against this contract, and that will be left up to --
7 at the installation, the contracting office at the
8 installation.

9 Mr. Eck: Just as a clarification for the last
10 answer too; AEC will also be awarding on the contract. So the
11 overall contract could be used by a number of different people
12 trying to buy products, and I think when it's -- when it's a
13 task order that AEC is awarding, typically the source
14 selection board tends to include the installation personnel
15 that are involved as much as possible. If it's ten
16 installations that are involved I doubt you will see, you
17 know, a source selection that is 15 people, for example, but
18 it will be pretty much everybody that was suggested by the
19 question, as relevant to the task order.

20 Is that it? No more questions at all? Oh,
21 there's one. Do you want to submit it, or ----

22 Unidentified person: I'll go to the microphone.

23 Mr. Eck: Please. We paid for it, so it's just

1 sitting there.

2 **[Laughter in the room]**

3 Unidentified person: Thank you. And this is just a
4 follow-up briefly to the subcontracting commitment for the
5 full and open procurement. And just to make sure I understand
6 this, is that the subcontracting commitment of 50 percent to
7 small business is for the total dollars that are awarded to
8 that large business; it's not the 50 percent of the
9 subcontracted amount? The subcontracting part that you are
10 subcontracting, 50 percent of that small business, it's the
11 total dollars?

12 Ms. Kearney: It's actually related to the total
13 dollars allowed -- that you are setting aside for
14 subcontracting.

15 Unidentified person: I understand.

16 Ms. Kearney: It's the total dollars set aside for
17 subcontracting. Okay?

18 Unidentified person: Okay. Good. Thank you for
19 that clarification.

20 Ms. Kearney: You are welcome.

21 In a joint venture -- we have another question
22 here. In a joint venture, are the collective gross revenue of
23 the firms required to be below the 7-million threshold to

1 qualify as a small business? Yes, that is -- it must be below
2 the 7 million; that is actually something -- the small
3 business makes that determination. Once you go on a joint
4 venture they consider all of that revenue, so it must be below
5 the 7 million.

6 Mr. Eck: No more questions? Do we have any more?

7 [Conferred with Ms. Kearney]

8 Mr. Cerar: Do we have some more questions brewing
9 out there?

10 Unidentified person: Yes. I have a question on the
11 cost proposal. You state that other direct costs are cost-
12 reimbursable; are you going to allow G&A for -- or a -- have
13 anything here on this, and if so, where would you put that in
14 the price proposal?

15 Ms. Kearney: On the -- at the task order level?
16 You are talking about the task order level, I guess?

17 Unidentified person: Yes, ma'am.

18 Ms. Kearney: Yes. Now, like I said, it -- the task
19 order contracting officer will make that determination. We're
20 allowing them -- we are going to do an ordering guide that
21 actually tells them how to do that. We're allowing them to
22 add a cost-reimbursable CLIN line to the actual solicitations
23 when they go out. So it will be left up to that task order

1 contracting officer on how they deem it appropriate to that
2 particular solicitation that they are putting out. So I just
3 don't want to give you a yes or no to that answer right now;
4 it is left up to that task order contracting officer.

5 The question is: Can other DOD agencies use
6 the contract? Well, we are going to open it up, but only with
7 the permission -- other than the MICC-Center in the IMCOM
8 installations, we are going to open it up to all of DOD with
9 requested permission from myself, the procuring contracting
10 officer. So it will be open up for others to use, but because
11 we don't want to reach our capacity, they will have to get
12 permission and we'll give it on a case-by-case basis.

13 Unidentified person: Follow-up to that question;
14 will there be a service charge?

15 Ms. Kearney: No. There is no fee.

16 Mr. Eck: At this time...

17 Ms. Kearney: There is no fee at this time.

18 **[Laughter in the room]**

19 Unidentified person: For the sample problem --
20 oops, sorry.

21 Mr. Eck: Please, thank you.

22 Unidentified person: The sample problem, will G&A
23 be included on that or should that be left off on the indirect

1 costs?

2 Ms. Kearney: On the -- for sample task orders we
3 are asking you to price that as if you were actually doing
4 that particular task order at that time.

5 Mr. Barczak: Any other questions? Okay. I am
6 taking that as a no for right now.

7 I just wanted to mention again that by the 19th
8 of December we are planning to post to the AEC Web site the
9 responses to the written questions that we received already,
10 and those that we will be receiving before that time, and
11 also, the briefing slides that were presented this morning,
12 the attendee list for this event, and I'll also be adding a
13 link to the Army Web site that discusses the in-sourcing.
14 We'll also be posting the transcripts from this meeting as
15 soon as they are available; that's likely to be about the
16 start of the new calendar year, around that time frame. And
17 now, I am going to pass it off, back to Randy.

18 Mr. Cerar: I just want to thank the panel members
19 and everybody for their questions. And what I'd like to do
20 is, if we can just take about a 5-minute break. And then,
21 what we are going to do is reconvene with really -- the final
22 agenda item of the agenda today and to talk a little bit about
23 clauses, and any type of feedback you would like to give us in

1 the MATOC and the four contracts. And I'll let Famane Brown
2 go into a little bit more detail on this, but if you all can
3 just take 5 minutes, and if we can reconvene back in here at
4 11 o'clock, we'll go ahead finish up the fun.

5 **[The meeting paused for a break at 10:52 a.m.]**

6 **[The meeting resumed at 11:05 a.m.]**

7 Mr. Eck: If everybody could find their seats so we
8 can go ahead and get started. Please, if you can work your
9 way to your seat, we would like to get started with this last
10 piece of the agenda.

11 Just as a heads-up to you all, we are going to
12 go ahead and let Famane Brown talk a little bit about Corps
13 contracting and clauses. And then at the end of that we --
14 we've got additional questions that we would like to respond
15 to. So, please, it's probably worth your while to stick
16 around in here for the responses to that. So what I would
17 like to do now, is turn over the podium to Famane Brown from
18 Headquarters, USACE.

19 Ms. Brown: Good morning, everyone. I am the
20 representative from the Corps of Engineers, Headquarters
21 Office, located in Washington, D.C., and I do see some
22 familiar faces, some environmental contractors. So, welcome,
23 and I am so glad you were able to make it.

1 I must say that AEC is doing a wonderful job
2 for this procurement. As you know, we are partnering with AEC
3 to make sure that we are all on the same page in reference to
4 the work that is available out here in the field. I must say
5 that we are definitely going to reach out and partner. So, I
6 would like, right now, to give this staff right here a big
7 round of applause, because it is not easy.

8 [Audience applause]

9 Ms. Brown: Well, as you know, we are reading those
10 numerous pages -- let's wait for the people in the back get in
11 here. As you know, we start receiving this information in the
12 Request for Proposal and you begin to ask yourself, did I make
13 a mistake in trying to propose on it? And I know we ask
14 ourselves that question over and over again, but I would like
15 to say that this work is beneficial. So, please, try to take
16 your time, read the request well, and do the best you can in
17 answering those responses.

18 Unfortunately my partner, Kelly Koontz, is not
19 able to join you today, but I am here to let you know that we
20 are partnering with AEC to make sure, as I said before, that
21 we are on the right page in trying to make sure we go forward,
22 and not duplicating the effort of work. And also, we
23 understand, through the direction of General Temple, who is

1 also located at the Headquarters Office, that there might be
2 some concerns about the Corps' contract clauses.

3 Now, I don't know if you are all familiar with
4 the Corps work, and I know some of you here are, but we do a
5 lot of different clean-ups. Of course, we also do a lot of
6 ammunition work, munitions work, and explosives, and of
7 course, we do some of the contracting that AEC is proposing
8 today. I am here to try to reach out to you to see if you
9 have any questions or concerns in reference to our contract
10 clauses, in our environmental contracts. So let's not be
11 afraid, and let's not speak all at once, but my General would
12 like for me to make sure that we raise this issue at this
13 point. And that is why I am piggyback on to this conference
14 now, so we can try to get it correct, get it straight, and
15 make sure we use that information to make your lives much
16 easier. So do I have any volunteers?

17 [No response from the audience]

18 Ms. Brown: No one wants to speak up?

19 Ms. Kim: I'll put a little bit of context to what
20 Famane is trying to get from you. We've had some remediation
21 contractors that have said that specific engineering
22 regulations, that require certain types of documents or
23 oversight or management, that are particular to the

1 engineering regulations versus something that would be just
2 required as part of the FAR or specific scheduled work, that
3 those are items that can add cost to contracts. And so, this
4 is an opportunity to try to drill down and get some more
5 detail, and that is why General Temple asked us to include
6 this portion in this forum. I know that a lot of vendors out
7 there are probably not necessarily in the remediation arena,
8 but I know there are some -- that -- helping us here that have
9 worked in that area also. So, we're strongly encouraging you
10 to use this as a forum to give us some of that feedback.

11 Ms. Brown: As Janet said, also, I am available by
12 e-mail. Janet has my information, so if you do have a
13 question, just make sure that you direct it to me, and I'll
14 make sure I get back to you with the answer if you don't feel
15 comfortable in voicing your concerns at this time.

16 **[No response from the audience]**

17 Ms. Kim: I can't let this audience go. How many
18 folks here actually -- currently have contracts or have worked
19 on contracts through the Corps of Engineers?

20 **[Many hands were raised among the audience]**

21 Ms. Brown: Yeah. There's many people I know.

22 Ms. Kim: All right. So there's got to be some
23 level of exposure to the various engineer regulations where

1 you have had to build in contingency or extra cost for meeting
2 particular requirements. So, maybe if you don't want to talk
3 in this forum, please make sure that you get us that feedback.
4 We are really trying to get to the heart of this matter, to
5 figure out where those additional perceived expenses are;
6 because in the Corps of Engineers case, they want it to remain
7 cost competitive and also continue to do work in this arena.
8 And they still will, but in order to make any kind of
9 modifications or changes or achieve any level of equity when
10 it comes to some of these additional requirements, we need to
11 know what those are.

12 Ms. Brown: Right. And as Randy was mentioning
13 previously, with the in-sourcing regulations upon us, some of
14 those administrative costs might be minimized or they might
15 bring some of those services back in-house. But, until all
16 that happens, you know, we continue to put those clauses in,
17 in order to get the administrative procedures processed.

18 Are there any other questions that you might
19 want to ask me in reference to AEC and the Corps, other than
20 dealing with the clauses?

21 **[No response from the audience]**

22 Ms. Brown: Well, I think this is wonderful.

23 **[Laughter in the room]**

1 Ms. Brown: Again, if you have anything you want to
2 ask, we have the other kind of process where you can send your
3 questions and they can contact me, and I'll be more than happy
4 to answer them. Yes, sir? The bold one.

5 Unidentified person: It's not kind of applicable to
6 the clauses, but I noticed in a lot of the Corps of Engineer
7 solicitations there is a requirement for a TMP certification.
8 Is that going to become standard?

9 Ms. Brown: Well, that's funny you ask that
10 question. As you know, the new administration that is coming
11 in, there is a huge initiation for workforce development. And
12 within that workforce development we are asking for more
13 certifications and licensures. So not to stray away from your
14 question, but it's a strong possibility that, yes, that will
15 continue. We don't know yet, though.

16 Any other questions?

17 **[No response from the audience]**

18 Ms. Brown: Okay. Well, my duty is finished here.

19 Mr. Eck: Well done.

20 Ms. Brown: Thank you very much.

21 **[Audience applause]**

22 Mr. Barczak: I'll let Randy close this out, but
23 before I do, I just wanted to let you all know that we have

1 the room here until 12, so folks, the government reps will be
2 here if you want to talk one-on-one. If you've got some
3 things we'll be here for a little while longer. Again,
4 everything, all the products from this meeting are going to be
5 posted to the AEC Web site, the business opportunities page,
6 so look for it there in the near future.

7 Mr. Cerar: I think we have some more questions.

8 Mr. Barczak: Oh, that right, we have some more
9 questions.

10 Mr. Eck: People are taking advantage of the chaos
11 and are afraid to ask those anonymous questions, which is
12 probably pretty smart; my compliments to you all. So, we
13 thought we were done, but now we've got a few more. And we'll
14 keep answering questions until they throw us out of here or
15 until you stop asking. And again, as we said before, you can
16 always submit as you did before, through the electronic means
17 and we'll try to keep responding to them.

18 Does the draft solicitation include a list of
19 installations, presumably those covered by -- and if not, how
20 do I research the installation locations? It does not
21 currently include a list of the installations that are part of
22 the IMCOM, and that is a good question and we'll try to
23 respond to it one way or another. The easiest way certainly

1 is to Google the word "IMCOM" -- I-M-C-O-M, and you'll get
2 right to the IMCOM site. And from there you can go region by
3 region and find every installation that is covered by that
4 region. Note that the overseas installations are not part of
5 this procurement; those in Korea, Japan, and Europe are not
6 covered by this procurement, so you can skip those regions
7 right away. That is your easiest and best way, and that would
8 be the best, most extensive information about the IMCOM
9 installation. So hopefully, that answers that one.

10 Ms. Kearney: The question I have is on the labor
11 rate, Attachment 2, the pricing matrix, Column 2; again on the
12 occupation code. Please explain how the occupation codes are
13 to be utilized and presented in our submission. Is there a
14 difference between the contract rate submitted and the STO
15 rates submitted? Yes, there is a distinct difference.

16 In the contract rate, the pricing matrix that
17 you submit, that is what you will be submitting in the pricing
18 matrix at Attachment 2. Those will actually be incorporated
19 into the contract award and will be considered the CAP rate
20 that will be allowed under the contract. For the STO rate
21 submitted, we are asking you to submit a pricing matrix -- a
22 pricing of labor categories to complete the actual sample task
23 order provided, so there is a distinct difference between

1 them. One will be actually incorporated into the contract,
2 that is, the Attachment 2 pricing matrix. The other one, with
3 the sample task order, will be used to evaluate the pricing
4 for the sample task orders.

5 It asks, the second part to this; Column 6,
6 prime or subcontractor name, explain. Not sure how to use
7 that. What we are asking for in that Column 6, if that labor
8 category is for the prime contractor, you just put a "P" or
9 mark it with a prime. And if it's for the actual
10 subcontractor, just identify that a -- subcontractor and
11 identify who the subcontractor is; that is all we asking
12 there, just for informational purposes.

13 This one, I may defer a little later, because
14 it kind of goes back to the -- some of the resumés, but it
15 talks to -- price matrix as offers to include description of
16 labor category, education, and qualifications, where should
17 this be placed in the proposal? Also, recommend AEC provide
18 those qualifications and education requirements to have
19 consistency. What our original intent is here, in the pricing
20 matrix, keeping in mind Volume 4 does not have a max page
21 limit, we're looking for when your company goes out to hire
22 individual employees. What are you looking for? What is that
23 minimum qualification and what is that minimum experience?

1 And just a brief paragraph on each labor category that you
2 propose, put the job title and what you are looking for, in
3 minimum; 4 years, high school -- I'm sorry -- college grad,
4 master's or whatever at that level. That is what we are
5 looking for, just the brief description of that.

6 That's all I have.

7 Mr. Cerar: I just want to take the opportunity to
8 wrap up and I want to thank the MICC and our panel members
9 here for their input. They have done an outstanding job. I
10 also want to thank you all for your interest in this contract.
11 I mean, it's very important for us, the competition is
12 absolutely critical in the end state, and really it gets down
13 to, I think Mike said it earlier, it's about quality and
14 efficiency; but really, in the end, what we are trying to
15 start is to increase competition among our contracts, which is
16 to maintain quality. And at the end, probably we will achieve
17 some efficiency and meet the intent where the Federal
18 Government wants to go with some of the contracting reforms.

19 So we are just trying to get ahead of the
20 byways before somebody enforces us to get there, and quite
21 frankly, it makes good business sense for us. You know, it's
22 all about the end of the day, producing the products, and
23 support our Soldiers, and keeping them in a position that they

1 can train and they can be prepared for conflict where they may
2 get deployed in their next mission. So, as long as we keep an
3 eye on our customer, which at the end of the day is the
4 Soldier, their ability to train and their ability to mobilize,
5 I think we realize that this is the right thing to do for the
6 Army.

7 So, I appreciate your patience, and I
8 appreciate your comments, and I wish you all have a fantastic
9 day. We look forward to your proposals. Thank you.

10 Mr. Eck: One more thing. Look, I'm sorry, but one
11 more thing just to clarify. If you have other questions, we
12 will be around, but if you have other questions, just to be
13 fair to everyone, I would rather you submit those formally so
14 that we can answer them formally to everyone. You know, when
15 the court reporter is gone, we are not going to be paying
16 attention. But, on the other hand, if you just want to
17 comment about how much hair I've lost in the last 20 years,
18 great, I'll talk to you about that. Thank you very, very
19 much.

20 **[The meeting adjourned at 11:20 a.m., 16 December 2008.]**